

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the Mayor be authorized to sign the following contracts on behalf of the Arts and Culture Department, to be funded through the FY2004 Downtown Festivals and Cultural Programs of the Arts and Culture Department, as recommended by the Arts and Culture Advisory Board and Staff. **(All Districts)**

ORGANIZATION	AMOUNT
1. League of United Latin American Citizens/FLHCC Council 132	\$2,570.00
2. Ballet Folklorico Paso del Norte/Eden Enterprises	\$2,000.00
TOTAL:	\$4,570.00

PASSED AND APPROVED this 8th day of June, 2004.

CITY OF EL PASO

Joe Wardy
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:

John F. Nance
Assistant City Attorney

APPROVED AS TO CONTENT

Alejandrina Drew, Director
Arts and Culture Department

THE STATE OF TEXAS)
)
COUNTY OF EL PASO) **CONTRACT**

This contract is made this 8th day of June , 2004, by and between the **CITY OF EL PASO**, a Texas municipality, hereinafter referred to as the "City," and **LEAGUE OF UNITED LATIN AMERICAN CITIZENS/FLHCC COUNCIL 132** an IRS Section 501(c)(3) nonprofit arts organization, hereinafter referred to as the "Contractor."

WHEREAS, the City desires to provide its local citizens with a variety of high quality cultural programs; and

WHEREAS, the City desires to respond to the needs and encourage the creativity of local artists and cultural organizations; and

WHEREAS, the City desires to respond to the cultural needs of the local ethnic and distinct communities and to promote the development of arts based in those communities; and

WHEREAS, the City desires to encourage artistic interchanges and cooperative ventures that bring together distinct communities and organizations, and in so doing, reflect the diversity of the City's cultural heritage; and

WHEREAS, The City Council has approved and adopted a budget for the fiscal year beginning September 1, 2003 and ending August 31, 2004.

NOW, THEREFORE, the City and the Contractor do hereby mutually agree as follows:

1. The City hereby appropriates TWO THOUSAND, FIVE HUNDRED SEVENTY AND NO/100 DOLLARS (\$2,570.00) in funding from the City's Arts and Culture Department (ACD) to provide the Contractor with **FESTIVAL SUPPORT** to perform the services hereinafter provided for.

2. The Contractor hereby certifies that the Festival as described in the final application will not be altered and will conform to the original intent of the application, including but not limited to Festival dates, locations, size and scope, artistic nature, key participants and financial scope. Contractor may not make any modification to the Festival without the prior written consent of ACD.

3. The Contractor hereby agrees and binds itself to do whatever is necessary to perform and carry out the following:

- a. during the Contract period, provide the services, activities, and performances in accordance with Attachment "A," which is attached hereto and hereby made a part of this Contract and hereinafter referred to as "Festival."
- b. Complete and forward to the City of El Paso Arts and Culture Department an acceptable Final Report, including all receipts that document actual expenditures for the (i) total award of ACD funds, and (ii) the cash match requirement, as identified in the "Applicant's Budget" not later than September 15, 2004, or 30 days after program is completed, whichever is first. Receipts should consist of one of the following: (i) supporting documentation such as invoices to substantiate the request (Invoices shall include the name of the person or vendor, date, purpose of expenditure and check number, which paid the expenditure. Invoices should also be stamped as "paid" to ensure they are not paid more than once.); or (ii) photocopy of actual check, cancelled check or check stubs (Photocopy should be of front and back of cleared check. If cancelled checks are not available the City requires applicable bank statements as described below.); or (iii) photocopy of applicable bank statements that reference the checks paid. The City of El Paso must ensure that funds have been expended prior to reimbursing the grantee. Contractor will submit one signed original and two (2) copies of each such report.
- c. Abide by the City of El Paso Arts and Culture Department Downtown Festivals and Cultural Programs Funding Guidelines as amended by City Council September 9, 2003, a copy of which is on file in the City of El Paso Arts and Culture Department's office.

4. The Contractor shall keep complete and accurate books and records indicating when, how, by whom, and for what purposes the funds received under this Contract are spent by the Contractor, and the Contractor shall make such books and records available to the City for examination upon request. All funds disbursed under this Contract shall be handled by the Contractor in accordance with the standards of the American Institute of Certified Public Accountants, which include provisions for sound fiscal practices and fiscal reporting. In addition, the Contractor shall furnish the City at its request with balance sheets and statements of operation, which accurately account for the expenditure of agreement funds, and a written narrative report reflecting same. If any serious discrepancy should appear in such reports or statements, the City shall notify the Contractor. If such discrepancy is not rectified to the satisfaction of the City within 30 days, the City may withhold all or part of the funds from the Contractor. "Serious discrepancy" shall mean violation of an existing statute or ordinance or an

expenditure of Contract funds for a purpose which is not authorized by this Contract. **Should the City determine that any provision of this Contract has been violated, the City may terminate this Contract immediately. Written notice of termination will be sent to the Contractor.**

5. The term of this Contract shall run from the date of execution and shall terminate August 31, 2004, or thirty (30) days after the completion of the Festival, whichever is first.

6. The total award from City funds will be payable upon submission of the final report due on September 15, 2004, or thirty days after the completion of Festival, whichever is first based on the entire fiscal year activity. This form is available from the Arts and Culture Department. Total compensation will be TWO THOUSAND, FIVE HUNDRED SEVENTY AND NO/100 DOLLARS (\$2,570.00). The City shall make all payments in accordance with its fiscal year and usual accounting procedures. The Contractor shall provide one original and 2 copies of the final report accompanied by complete, detailed receipts documenting expenditure of the total award and cash match.

7. The Contractor shall include in **ALL** printed programs, posters, and flyers the following credit line: **"WITH THE SUPPORT OF THE CITY OF EL PASO ARTS AND CULTURE DEPARTMENT."** The credit line should be prominent, readable and equitable in size to other supporter/sponsor acknowledgments. For all visual arts projects or events, the credit line must also be included on invitations and exhibition announcements. Any additional printed credit is optional. In the case of public art works (i.e. murals, outdoor sculpture) the credit line shall be included in invitations and as part of the work or as part of a permanent plaque or sign to be affixed to the artwork. Visual arts projects must also include the credit line in the invitations for such events. The ACD logo may NOT be used in any printed materials. The Arts and Culture Department Staff will be available to review layouts of printed materials prior to printing, and Contractor is encouraged to confer with the ACD Staff prior to printing in order to avoid any conflicts and ensure that contractual obligations outlined herein are complied with. When no printed program is used, VERBAL CREDIT SHALL BE GIVEN PRIOR

TO EACH PRESENTATION. Copies of such printing and program materials as prepared for all activities must be forwarded to the Arts and Culture Department, as part of the final report. **Failure to comply with this provision will constitute a breach of contract and result in the immediate cancellation of the award.**

8. Nothing contained herein shall be construed as creating the relationship of employer and employee between the City and the Contractor, and the Contractor shall be deemed at all times to be an Independent Contractor. The City shall not be subject to any obligations or liabilities incurred by the Contractor in the performance of the services described in this contract unless otherwise herein authorized.

9. In order to provide members of the **CITY OF EL PASO ARTS AND CULTURE DEPARTMENT BOARD AND STAFF** an opportunity to evaluate the caliber of funded events, **THE CONTRACTOR SHALL SEND IN A TIMELY MANNER A SCHEDULE OF EVENTS AND OTHER PERTINENT INFORMATION ABOUT ALL FUNDED EVENTS.**

10. Contractor agrees to indemnify and hold the City, its officers, employees, agents and servants harmless from any claims for injury, death, loss or damage of any kind or character, and by whomsoever suffered or asserted occasioned by or in connection with any services performed by Contractor under this Contract, either while its services are in progress or as a result of services performed by it.

11. For the purpose of this Contract, **THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR OBTAINING APPROPRIATE PERMISSION TO USE AND INCORPORATE COPYRIGHTED MATERIALS INTO ANY PERFORMANCE.** In addition, the Contractor shall indemnify, defend, and hold the City harmless from any claims or causes of action which might arise from use of any such materials.

12. For the purpose of determining place of agreement and law governing same, this Contract is entered into in the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas, and venue shall lie in El Paso County.

13. This Contract may be modified by the parties by written amendment and mutual agreement of the parties hereto. Should either party wish to modify this Contract, the party shall give thirty (30) days' written notice to the other party as follows:

CITY: City of El Paso
Attention: Mayor's Office
Two Civic Center Plaza
10th Floor
El Paso, Texas 79901-1196

COPY TO: Arts and Culture Department
Two Civic Center Plaza
6th Floor
El Paso, Texas 79901-1196

CONTRACTOR: League of United Latin American Citizens/FLHCC
Council 132
4110 Alameda
El Paso, Texas 79905

14. This Contract may be terminated in whole or in part by the City by giving thirty (30) days' written notice of termination to the Contractor, and specifying the extent to which performance under the Contract is terminated. Such right of termination is in addition to and not in lieu of rights of the City set forth in Paragraph 18, herein.

15. This Contract supersedes any prior agreement between the parties hereto and constitutes and expresses the whole agreement of the parties hereto in reference to the services provided by the Contractor for the City and in reference to any of the matters or things herein provided for or herein before discussed or mentioned in reference to such services, all promises, representations, and understandings relative thereto being herein merged.

16. The Contractor shall comply with all applicable federal, state, and local laws and regulations, including City ordinances, as outlined in the current ACD Downtown Festivals and Cultural Programs, including the following: Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Age Discrimination Act of 1975 (42 U.S.C. §§ 6101 et seq.); Section 504 of the Rehabilitation Act of 1973 (24 U.S.C. § 794); the Americans with Disabilities Act of 1990 (ADA) (42 U.S.C. §§ 12101-12213); Drug Free Workplace Act of 1988 (41 U.S.C.

§§ 702 et seq.); Debarment (45 C.F.R. pt. 1154), Federal Debt Status (OMB Circular A-129) Native American Graves Protection and Reparation Act of 1990 (25 U.S.C. 3001 et seq.), State Tax Code, Section 351.101, regulating expenditure of hotel/motel tax revenues; and **City of El Paso Ordinance #9779**, regarding Accessibility.

17. It is understood and agreed that the terms and conditions of the final grant application in Attachment "A" submitted by Contractor, which are incorporated herein and made a part hereof, will be complied with by the Contractor in all respects.

18. Failure to comply with all provisions outlined in this Contract or the current Downtown Festivals and Cultural Programs Funding Guidelines may constitute a breach of contract as well as an inability to qualify for future City Funding. Financial penalties for breach of contract will be assigned and may include by not be limited to the withholding of payments or immediate cancellation of the Contract.

WITNESS THE FOLLOWING SIGNATURES AND SEAL:

CITY OF EL PASO

Joe Wardy, Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

CONTRACTOR: LEAGUE OF UNITED LATIN AMERICAN
CITIZENS/FLHCC Council 132

Signature:

Print Name:

Title: Authorized Official/Chairman of the Board

Signature:

Print Name:

Title: Festival/Executive Director

APPROVED AS TO FORM:

John F. Nance
Assistant City Attorney

APPROVED AS TO CONTENT:

Alejandrina Drew, Director
Arts and Culture Department

DOWNTOWN FESTIVAL/CULTURAL EVENT APPLICATION FOR FUNDING - Page 1

City of El Paso Arts and Culture Department
Two Civic Center Plaza, 6th floor • El Paso, Texas 79901 • 915-541-4481 • Fax: 915-541-4902

This application is also available on our Web site at: www.elpasopartsandculture.org

Submit one signed (1) Original & two (2) copies (typed and legible).

READ CURRENT GUIDELINES BEFORE APPLYING

AMOUNT REQUESTED FROM ACD \$ 2,570

Organization Fiscal Year:	BEGIN <u>1/1/2004</u> Mo/Day/Year	END <u>12/31/2004</u> Mo/Day/Year
Actual event dates:	BEGIN <u>8/28/2004</u> Mo/Day/Year	END <u>8/28/2004</u> Mo/Day/Year
Project development dates:	BEGIN <u>8/28/2004</u> Mo/Day/Year	END <u>8/28/2004</u> Mo/Day/Year

Legal Name of Applicant (Non-Profit Organization) League of United Latin American Citizens/FLHCC Council 132
Department (If applicant is Educational Institution) _____

Mailing Address 4110 Alameda Zip Code 79905

Street Address 4110 Alameda Zip Code 79905

Phone # (915) 542-3464

Fax # (915) 544-7640 E-mail _____

Date of Incorporation 2/1/1994

Federal Employer's Identification Number

UMBRELLA APPLICATIONS ONLY

(Umbrella Applications require a contract between the Umbrella Entity and the Non-Profit Applicant). Sample Contracts available at ACD.

Name of Umbrella'd Entity _____

Address: _____ Zip Code _____

Phone # _____ Fax: _____ E-mail _____

Provide **Complete Legal Names**, Address, Phone/Fax/E-mail for the following individuals:

Authorized Official/Board Chair

Name Marcelo Campos

Address/Zip _____

Phone/E-mail: _____

Project/Executive Director:

Name * Ricardo Aros

Address/Zip _____

Phone/E-mail _____

Artistic Director:

Name _____

Address _____

Phone/E-mail _____

Business Manager:

Name _____

Address _____

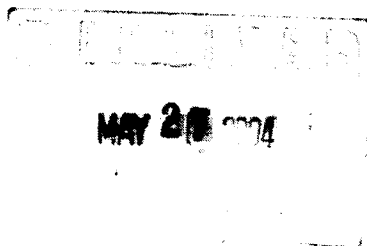
Phone/E-mail _____

***Contact Person** (mark with * person who completed this form and /or can answer questions)

Who is your City Council Representative & what is your District #)

Jose Alexander Lozano

District 3



ANSWER ALL QUESTIONS - USE OUTLINE FORM - NUMBER RESPONSES TO MATCH QUESTIONS - USE BULLETS FOR KEY POINTS - USE ONLY SPACE PROVIDED - DO NOT ATTACH ADDITIONAL PAGES

1. Mission Statement of organization.

We believe in the democratic principle of individual political and religious freedom, the right of equality of social and economic opportunity, and in the cooperative endeavor toward the development of an American Society wherein the cultural resources, integrity and dignity of every individual and group constitute basic assets of the American way of Life.

2. Event title and detailed description (who, what, when, where, etc.).

Fiesta De Las Flores Parade

Who: LULAC Council 132 members volunteer their time and effort into organizing this parade. Participants include civic groups, marching bands, municipal officials, marching bands, floats, etc.

What: The Fiesta De Las Flores Parade is a parade for the community, by the community. It encompasses our heritage and reminds us of our roots. It is a celebration of our culture, in a visual manner.

When: The Fiesta De Las Flores Parade will take place on Saturday, August 28, 2004, from 12:00 pm to 2:00 pm

Where: The route of the parade will be : starting point-Kansas & Montana, we head southwest on Montana, until we reach Oregon, then we head south on Oregon, until we reach

Why: With the Fiesta De Las Flores Parade, we have kept alive our beautiful bi-culture heritage and traditions that have made the Mexican-American culture one of the most identifiable in our country. It is our intent with this event, to expose and involve the people of our community.

3. Exact Location of your event.

Kansas & Montana to Oregon to San Antonio & Ochoa

4. Dates: Saturday, August 28, 2004

5. Times: 12:00 pm to 2:00 pm

CHECK ONE

6. Location rental arrangements completed: ☐ Attach Copy of Contract

Location rental arrangements not completed ☐ Will be completed by

7. List of the Permits that you may be applying for:

☐ Alcohol Permit

☐ Food Concessions Permit

☐ Amplification Permit

Other (list)

Parade Permit

THE FOLLOWING INFORMATION WILL BE PART OF YOUR FINAL REPORT TO ACD, AND ACD'S FINAL REPORT TO ITS FUNDING SOURCES.

- **PERSONNEL INFORMATION** - Anticipated number of participating artists and non-artist personnel.

Total # of artists	_____	Total # of non-artist personnel	_____
# of paid artists	_____	# of full-time personnel	_____
# of un-paid artists	_____	# of part-time personnel	_____
# of guest artists	<u>500</u>	# of volunteers	<u>20</u>
# of minority artists	_____		

(may not always equal 100%)

Anticipated number of events/attendance in each category

Example: **2/300** means **2 events with a total attendance of 300 people.**

Festivals	_____ / _____	Lecture/Demonstrations	_____ / _____
Performances	_____ / _____	Other <u>1/4,000</u> Specify:	
Exhibitions	_____ / _____	<u>Parade-L U.L.A.C.</u>	
Seminars/Workshops	_____ / _____		

- **DISCIPLINE** - Select ONE category, which best describes proposed project.

- | | | |
|--|--------------------------------------|--|
| <input type="checkbox"/> Dance | <input type="checkbox"/> Design Arts | <input type="checkbox"/> Folk Arts |
| <input type="checkbox"/> Music | <input type="checkbox"/> Crafts | <input type="checkbox"/> Humanities |
| <input type="checkbox"/> Opera/Music Theatre | <input type="checkbox"/> Photography | |
| <input type="checkbox"/> Theatre | <input type="checkbox"/> Literature | <input checked="" type="checkbox"/> Multi-Disciplinary |
| <input type="checkbox"/> Visual Arts | | |

List major events/exhibits/programs and provide attendance for the last two years:

Events/Exhibits/Programs	Attendance Year Before Last	Attendance Last Year
1 Parade in Downtown (Kansas & Montana, Southwest on Montana, to Oregon, south on Oregon to San Antonio, East to Ochoa.)	2 001 <i>FY</i>	2 004 <i>FY</i>
Total Attendance	3,000	4,000

ACD REPORTS THE FOLLOWING INFORMATION TO ITS FUNDING SOURCES.
DEMOGRAPHICS AVAILABLE FROM CITY PLANNING, DEPARTMENT 541-4721.

- Population of service area, including community, city, surrounding counties, or area to which your organization's programs and services are available: 679,622
- **Estimated Audience** - Include total estimated audience, students, participants or others to be served by this project. Exclude performers and employees.

Total # persons to be served: 4,000

Number of Youth (ages 1-18): 1,305
- **Audience Served** - Check the category, which best describes the majority of people to be served.

☐ Rural
☒ Inner city neighborhood
☒ Urban
☐ Suburban
☐ All
- **Number of persons with disabilities** to be served through special programming - _____
For example: outreach to populations with disabilities, interpreted performances, or rated assisted listening devices.
- **Audience Characteristics** - Check the categories, which best describe your target audience and give specific description in the space provided. (Example: "Age group - Youth 1-18," or "People with disabilities - Visually impaired.") If you check "General," also show other specific categories.
☐ Age group _____
☐ People with disabilities _____
☐ Institutionalized _____
☐ Ethnic group _____
☒ General all ages
☐ Other if not noted above _____
- **Educational Audiences** - Select one of the 3 categories below (A, B or C)

A.

☐ 50% or more of the project's activities will be arts education for:
☐ Pre K
☐ K - 12
☐ Higher Education
☐ Adults

B.

☐ Less than 50% of this project's activities will be arts education for:
☐ Pre K
☐ K - 12
☐ Higher Education
☐ Adults

C. ☒ This project will not involve arts education

1. Individuals to be served - Approximate ethnic breakdown by percentage. Must total 100%. May be based on applicant's documentation or observation. DEMOGRAPHICS AVAILABLE FROM **CITY PLANNING, 541-4721**.
2. Applicant organization's staff and board - List number of individuals in each category.

1. Individuals to be served

% Breakdown (must total 100%)

<u>1%</u>	N - American Indian/Alaskan Native
<u>1%</u>	A - Asian/Pacific Islander
<u>1%</u>	B - Black
<u>51%</u>	H - Hispanic
<u>44%</u>	W - White
<u>2%</u>	M - Multi-Racial

2. Staff

Board

Number of Each

# _____	# _____
# _____	# _____
# _____	# _____
# _____	# <u>8</u>
# _____	# _____
# _____	# _____

- 1 All applicants must complete the two-page PROJECT BUDGET - Income (pg. 6) and Expenses (pg. 7)

Tip: Assigning the request amount to specific line item(s) on page 9 will simplify documentation of expenditures.

- **In-Kind support may not be applied toward matching funds.** In-kind includes goods and services that would normally be paid for but are expected to be donated to the project
- The Project Budget may be submitted several times over the course of the funding process:
 - With the **Application** - most or all figures will be projected.
 - With the **Application Amendment/Revised Budget** - figures will be revised to reflect the actual amount of funding awarded for the project.
 - With the **Final Report** - all figures for the completed project will be actual. (If your project has surplus or deficit, your Income and Expenses *might* not be identical.)

2. **All applicants** must submit a **Project Budget Detail** - (There is **No** form for this) A one or two-page breakdown showing how **all** figures entered under Income page 6, and page 7 Expenses and In-Kind were calculated. Example: Earned Income

Artistic Fees \$1,000 = 10 musicians @ \$100 each = \$1,000

Concessions, sales, etc.	\$800 =	Poster sales	@ \$300
		Program advertising	@ \$500

3. All applicants must complete the 3-YEAR/Short Form below.
- Independent non-profit organizations should provide figures for the **entire organization**.
 - Entities of government (including government-funded educational institutions) should provide figures for the **proposed project only**, not the entire organization. If the project is new, figures should be for the **department** that will be directly responsible for the proposed project.
 - Umbrella applicants should provide information for the **non-profit umbrella organization sponsor**.

3-YEAR Short Form

FOR BOTH CATEGORY I AND II APPLICANTS

The information below is for League of United Latin American Citizens

See Instructions #3 above

NAME OF ORGANIZATION, DEPARTMENT OR PROJECT

APPLICANT ORGANIZATION'S FISCAL YEAR:

01 / 01 to 12 / 31

MONTH DAY MONTH DAY

Previous Fiscal Year

Current Fiscal Year

Next Fiscal Year

Actual Figures

Approved Budget

Projected Budget

Total Income (all sources)

\$211,099.55

\$200,000.00

\$200,000.00

Total Expenses

\$192,842.83

\$190,000.00

\$190,000.00

Funding through City (ACD)

\$0.00

\$0.00

\$0.00

SEE INSTRUCTIONS ON PAGE 5 BEFORE COMPLETING FINANCIAL INFORMATION

INCOME

ROUND FIGURES TO NEAREST DOLLAR.

1. CASH from Prior Year(s) or Organizational Funds

Available for this Project

\$500

Total Cash Available

\$500

2. EARNED INCOME

a. Admission charges, subscriptions, box office

\$

b. Concessions, sales, parking, publications, advertisers, etc.

\$

c. Tuition, class/workshop fees

\$

d. Contracted services (performances, exhibitions, etc.)

\$

e. Interest on investments, endowments

\$

f. Rental income

\$

g. Other earned income (specify) _____

\$

Total Projected Earned Income

\$0

3. UNEARNED INCOME Mark P for Pending or C for Committed

GOVERNMENT SUPPORT (Itemize)a. Local Government (Not including this request)

\$500

P ☒ C ☐

b. County/Regional

\$

P ☐ C ☐

c. State

\$

P ☐ C ☐d. Federal NEA ☐ NEH ☐ Other _____

\$

P ☐ C ☐

e. Other unearned income (specify) _____

\$

P ☐ C ☐**PRIVATE SUPPORT (Itemize)**

a. Fundraising

\$320

P ☒ C ☐

b. Individual contributors/sponsors

\$500

P ☒ C ☐

c. Memberships

\$

P ☐ C ☐

d. Corporations/Businesses

\$750

P ☒ C ☐

e. Foundations

\$

P ☐ C ☐

f. Other (specify) _____

\$

P ☐ C ☐

Total Unearned Income

\$2,070**CASH RESOURCES (Total of Sections 1, 2, and 3 above)****\$2,570**

Should equal Column A on Page 7 EXPENSES

ACD FUNDING REQUEST Should equal Column B on Page 7 EXPENSES**\$2,570**

ACD Total

\$2,570**TOTAL CASH RESOURCES** Should equal Column C on Page 7 EXPENSES**\$5,140**

SEE INSTRUCTIONS ON PAGE 7 BEFORE COMPLETING FINANCIAL INFORMATION

ROUND FIGURES TO NEAREST DOLLAR

EXPENSES

	A Cash	+	B ACD Funding	=	C TOTAL (A+B+C)
1. ORGANIZATIONAL PERSONNEL					
If Educational Institution, please indicate if the cash match of this section is for RT (Release Time) or S&W (Salaries & Wages)					
a. Administrative _____	\$		\$		\$0
b. Artistic _____	\$		\$		\$0
c. Technical _____	\$		\$		\$0
d. Other (Specify) _____	\$		\$		\$0
e. Fringe Benefits	\$		\$		\$0
Total Organizational Personnel	\$0		\$0		\$0
2. IMPLEMENTATION					
a. Fees for Outside Professional Services/Contracts					
i. Administrative	\$		\$		\$0
ii. Artistic	\$		\$		\$0
iii. Technical	\$		\$		\$0
b. Space Rental	\$		\$		\$0
c. Travel and Transportation	\$400		\$400		\$800
d. Other (Specify) <u>Police-security</u>	\$750		\$750		\$1,500
Total Implementation	\$1,150		\$1,150		\$2,300
3. MISCELLANEOUS OPERATING EXPENSES					
a. Equipment Rental	\$		\$		\$0
b. Shipping	\$		\$		\$0
c. Supplies and Materials	\$500		\$500		\$1,000
d. Exhibition Rental Fees	\$		\$		\$0
e. Marketing and Promotion	\$650		\$650		\$1,300
f. Printing	\$170		\$170		\$340
g. Insurance	\$		\$		\$0
h. Production or Exhibit Costs (Specify)	\$		\$		\$0
_____	\$		\$		\$0
i. Other Expenses (Specify)	\$		\$		\$0
<u>drinks and ice</u>	\$100		\$100		\$200
j. Other Artistic Fees	\$		\$		\$0
Total Misc. Operating Expenses	\$1,420		\$1,420		\$2,840
TOTAL EXPENSES (Sections 1, 2, & 3 above)	\$2,570		\$2,570		\$5,140

** NOTE: THESE TOTALS SHOULD MATCH THE TOTALS GIVEN ON PAGE 6 INCOME

If funding is awarded, the applicant hereby assures the Arts and Culture Department that:

1. Any funds received as a result of this application will be used **solely** for the project described.
2. The activities and services for which financial assistance is sought will be administered by or under the supervision of the applicant organization. (In the case of umbrella'd projects, the applicant is the umbrella organization.)
3. The applicant organization is a non-profit entity as defined by the Internal Revenue Service, or an educational institution, or a unit of government.
4. The applicant organization will comply with the following: Title VI of the Civil Rights Acts of 1964; Title IX of the Education Amendments of 1972; Age Discrimination Act of 1975; Section 504 of the Rehabilitation Act of 1973; Americans with Disabilities Act of 1990 and City of El Paso Ordinance #9779 C. 1. regarding accessibility; Drug Free Workplace Act of 1988; Texas Assumed Business or Professional Name Act; Section 5(j) of National Foundation of the Arts and Humanities Act of 1965 regarding labor standards and City of El Paso Ordinance #8790 regarding soliciting money or property.
5. The applicant organization officials have read, understand and will conform to the intent outlined in the current "Funding Program Guidelines" for the City of El Paso, Arts and Culture Department.
6. The undersigned have been duly authorized by the applicant organization to submit this application.

I certify that all information contained in this application, including all attachments and supporting materials, is true and correct to the best of my knowledge.

- Authorized Official - a principal of the organization with legal authority to certify the information contained in the application and sign contracts for the organization; he/she must read and guarantee the organization's compliance with all requirements listed above.
- Umbrella'd applications must be signed by the principal of the non-profit umbrella organization with legal authority to certify the information contained in the application.


NOTE: Please use **BLUE** ink for signatures

PRINT YOUR COMPLETE LEGAL NAME.


Authorized Official/Board Chair - Signature

Marcelo Campos
Complete Legal Name (print)

Date 5/26/04


Project/Executive Director - Signature

Ricardo Aros
Complete Legal Name (print)

Date 5/26/04

BEFORE SUBMITTING YOUR APPLICATION, PLEASE REVIEW THE FOLLOWING:

- Is the application typed or computer printed in large, easy to read type?
- Did you complete all sections of the application?
- Did you check the math in the financial section for accuracy?
- Does this page have both required original signatures in BLUE ink?
- Have you made 1 original and 2 copies (NOT stapled) of all completed pages 1-13 and kept one copy for your files?
- Have you included one complete set of required attachments?
- Consult the current revision of the "Funding Program Guidelines" for details on the application process.

SUBMIT SIGNED ORIGINAL PLUS ONE COMPLETE COPY OF EACH REQUIRED DOCUMENT

SUBMIT TO ACD WITH YOUR FUNDING APPLICATION.

DATE: 5/27/2004

This form will be placed on file with:

Community and Human Development Department
Attention: ADA Coordinator
2 Civic Center Plaza, 8th Floor
El Paso, Texas 79901

- **Site List:** Provide addresses for all **public sites** to be used for the proposed project. (If a section is **not** applicable, note reason - e.g. "Non Visitation Office at home," not open to public or no rehearsal space.)
NOTE: Attach a list if more than one Rehearsal or Performance site.

Rehearsal Address:

Performance Address:

Mark ONE Only (Office)

☐ **Non-Visitation Office Address:**

☒ **Open to the Public Address:**

Fiesta De Las Flores
4110 Alameda Ave.
El Paso, TX 79905

Other: _____

- **Self-Evaluation:** Attach a **current** Guidelines/Self-Evaluation form for each of the above sites. If the site has been modified, or if a Self-Evaluation has not been performed on the site, the applicant must complete and submit a current form. Blank forms are available at ACD.
- **Transition Plan:** If the ADA Coordinator has found a proposed site to be in Conditional or Non-Compliance, the applicant must also submit a copy of the **Transition Plan**. The Transition Plan is a written agreement between the location's owners or occupants and the City, detailing changes required to the site with a given deadline for improvements. The Transition Plan (if applicable) should also be on file at the proposed site.

ASSURANCE OF ACCESSIBILITY: As required by the City of El Paso, Arts and Culture Department's Funding Program Guidelines, the applicant, named below, agrees to comply with the City of El Paso Ordinance #9779 regarding Non-Discrimination Against Disabled Persons, and all requirements imposed by said ordinance. The applicant agrees that in accordance with the foregoing requirements, no qualified person shall, on the basis of disability, be excluded from participation in or be denied the benefits of any program or activity receiving financial assistance from or operated by the City of El Paso, or be subjected to discrimination with respect to employment by any recipient of City funds.

The applicant understands that any site changes require notification of both the ACD and the ADA Coordinator **at least 60 days prior to use of the new site**. Questions regarding the above information may be addressed to the contact person listed below. The ADA Coordinator will notify the applicant by letter regarding accessibility status. A copy will be placed on file with the Arts and Culture Department.

PLEASE PRINT

Applicant Organization: League of United Latin American Citizens Contact Person: Ricardo ArosAddress/Zip: 7152 Dale Rd, El Paso, TX 79915Organization Contact Phone: (915)542-3464

Signature (in BLUE INK)

Fiesta De Las Flores Parade Detail Budget

Income

Cash

1-from LULAC Council 132	\$500.00
--------------------------	----------

Unearned Income

Govt. Support

3(a) Local Govt.-District 8	\$500.00
-----------------------------	----------

Private Support

3(a) Fundraising-Coke Sale Commissions	\$320.00
--	----------

3(b) Individual Contributions/Sponsors- Members of LULAC	\$500.00
---	----------

3(d) Corporations/Businesses-	\$750.00
-------------------------------	----------

Food City/Wells Fargo Bank	
----------------------------	--

\$2,570.00

Expenses

Implementation

2(c) Travel & Transportation-school buses	\$800.00
---	----------

for bands	
-----------	--

2(d) Police Security	\$1,500.00
----------------------	------------

Miscellaneous

3(c) Supplies & Materials-decorations	\$1,000.00
---------------------------------------	------------

for the cars/floats	
---------------------	--

3(e) Marketing & Promotion-Ads	\$1,300.00
--------------------------------	------------

3(f) Printing-Flyers/Posters	\$340.00
------------------------------	----------

3(i) Beverages(Water, Coke, Ice)	\$200.00
----------------------------------	----------

\$5,140.00

ACD Funding Request

\$2,570.00

Income	+	\$2,570.00
--------	---	------------

Expenses		\$5,140.00
----------	--	------------

THE STATE OF TEXAS)
)
COUNTY OF EL PASO) **CONTRACT**

This contract is made this 8th day of June , 2004, by and between the **CITY OF EL PASO**, a Texas municipality, hereinafter referred to as the "City," and **BALLET FOLKLORICO PASO DEL NORTE/EDEN ENTERPRISES** an IRS Section 501(c)(3) nonprofit arts organization, hereinafter referred to as the "Contractor."

WHEREAS, the City desires to provide its local citizens with a variety of high quality cultural programs; and

WHEREAS, the City desires to respond to the needs and encourage the creativity of local artists and cultural organizations; and

WHEREAS, the City desires to respond to the cultural needs of the local ethnic and distinct communities and to promote the development of arts based in those communities; and

WHEREAS, the City desires to encourage artistic interchanges and cooperative ventures that bring together distinct communities and organizations, and in so doing, reflect the diversity of the City's cultural heritage; and

WHEREAS, The City Council has approved and adopted a budget for the fiscal year beginning September 1, 2003 and ending August 31, 2004.

NOW, THEREFORE, the City and the Contractor do hereby mutually agree as follows:

1. The City hereby appropriates TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00) in funding from the City's Arts and Culture Department (ACD) to provide the Contractor with **FESTIVAL SUPPORT** to perform the services hereinafter provided for.

2. The Contractor hereby certifies that the Festival as described in the final application will not be altered and will conform to the original intent of the application, including but not limited to Festival dates, locations, size and scope, artistic nature, key participants and financial scope. Contractor may not make any modification to the Festival without the prior written consent of ACD.

3. The Contractor hereby agrees and binds itself to do whatever is necessary to perform and carry out the following:

- a. during the Contract period, provide the services, activities, and performances in accordance with Attachment "A," which is attached hereto and hereby made a part of this Contract and hereinafter referred to as "Festival."
- b. Complete and forward to the City of El Paso Arts and Culture Department an acceptable Final Report, including all receipts that document actual expenditures for the (i) total award of ACD funds, and (ii) the cash match requirement, as identified in the "Applicant's Budget" not later than September 15, 2004, or 30 days after program is completed, whichever is first. Receipts should consist of one of the following: (i) supporting documentation such as invoices to substantiate the request (Invoices shall include the name of the person or vendor, date, purpose of expenditure and check number, which paid the expenditure. Invoices should also be stamped as "paid" to ensure they are not paid more than once.); or (ii) photocopy of actual check, cancelled check or check stubs (Photocopy should be of front and back of cleared check. If cancelled checks are not available the City requires applicable bank statements as described below.); or (iii) photocopy of applicable bank statements that reference the checks paid. The City of El Paso must ensure that funds have been expended prior to reimbursing the grantee. Contractor will submit one signed original and two (2) copies of each such report.
- c. Abide by the City of El Paso Arts and Culture Department Downtown Festivals and Cultural Programs Funding Guidelines as amended by City Council September 9, 2003, a copy of which is on file in the City of El Paso Arts and Culture Department's office.

4. The Contractor shall keep complete and accurate books and records indicating when, how, by whom, and for what purposes the funds received under this Contract are spent by the Contractor, and the Contractor shall make such books and records available to the City for examination upon request. All funds disbursed under this Contract shall be handled by the Contractor in accordance with the standards of the American Institute of Certified Public Accountants, which include provisions for sound fiscal practices and fiscal reporting. In addition, the Contractor shall furnish the City at its request with balance sheets and statements of operation, which accurately account for the expenditure of agreement funds, and a written narrative report reflecting same. If any serious discrepancy should appear in such reports or statements, the City shall notify the Contractor. If such discrepancy is not rectified to the satisfaction of the City within 30 days, the City may withhold all or part of the funds from the Contractor. "Serious discrepancy" shall mean violation of an existing statute or ordinance or an

expenditure of Contract funds for a purpose which is not authorized by this Contract. **Should the City determine that any provision of this Contract has been violated, the City may terminate this Contract immediately. Written notice of termination will be sent to the Contractor.**

5. The term of this Contract shall run from the date of execution and shall terminate August 31, 2004, or thirty (30) days after the completion of the Festival.

6. The total award from City funds will be payable upon submission of the final report due on September 15, 2004, or thirty days after the completion of Festival, whichever is first based on the entire fiscal year activity. This form is available from the Arts and Culture Department. Total compensation will be TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00). The City shall make all payments in accordance with its fiscal year and usual accounting procedures. The Contractor shall provide one original and 2 copies of the final report accompanied by complete, detailed receipts documenting expenditure of the total award and cash match.

7. The Contractor shall include in **ALL** printed programs, posters, and flyers the following credit line: **"WITH THE SUPPORT OF THE CITY OF EL PASO ARTS AND CULTURE DEPARTMENT."** The credit line should be prominent, readable and equitable in size to other supporter/sponsor acknowledgments. For all visual arts projects or events, the credit line must also be included on invitations and exhibition announcements. Any additional printed credit is optional. In the case of public art works (i.e. murals, outdoor sculpture) the credit line shall be included in invitations and as part of the work or as part of a permanent plaque or sign to be affixed to the artwork. Visual arts projects must also include the credit line in the invitations for such events. The ACD logo may NOT be used in any printed materials. The Arts and Culture Department Staff will be available to review layouts of printed materials prior to printing, and Contractor is encouraged to confer with the ACD Staff prior to printing in order to avoid any conflicts and ensure that contractual obligations outlined herein are complied with. When no printed program is used, VERBAL CREDIT SHALL BE GIVEN PRIOR

TO EACH PRESENTATION. Copies of such printing and program materials as prepared for all activities must be forwarded to the Arts and Culture Department, as part of the final report. **Failure to comply with this provision will constitute a breach of contract and result in the immediate cancellation of the award.**

8. Nothing contained herein shall be construed as creating the relationship of employer and employee between the City and the Contractor, and the Contractor shall be deemed at all times to be an Independent Contractor. The City shall not be subject to any obligations or liabilities incurred by the Contractor in the performance of the services described in this contract unless otherwise herein authorized.

9. In order to provide members of the **CITY OF EL PASO ARTS AND CULTURE DEPARTMENT BOARD AND STAFF** an opportunity to evaluate the caliber of funded events, **THE CONTRACTOR SHALL SEND IN A TIMELY MANNER A SCHEDULE OF EVENTS AND OTHER PERTINENT INFORMATION ABOUT ALL FUNDED EVENTS.**

10. Contractor agrees to indemnify and hold the City, its officers, employees, agents and servants harmless from any claims for injury, death, loss or damage of any kind or character, and by whomsoever suffered or asserted occasioned by or in connection with any services performed by Contractor under this Contract, either while its services are in progress or as a result of services performed by it.

11. For the purpose of this Contract, **THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR OBTAINING APPROPRIATE PERMISSION TO USE AND INCORPORATE COPYRIGHTED MATERIALS INTO ANY PERFORMANCE.** In addition, the Contractor shall indemnify, defend, and hold the City harmless from any claims or causes of action which might arise from use of any such materials.

12. For the purpose of determining place of agreement and law governing same, this Contract is entered into in the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas, and venue shall lie in El Paso County.

13. This Contract may be modified by the parties by written amendment and mutual agreement of the parties hereto. Should either party wish to modify this Contract, the party shall give thirty (30) days' written notice to the other party as follows:

CITY: City of El Paso
Attention: Mayor's Office
Two Civic Center Plaza
10th Floor
El Paso, Texas 79901-1196

COPY TO: Arts and Culture Department
Two Civic Center Plaza
6th Floor
El Paso, Texas 79901-1196

CONTRACTOR: Ballet Folklorico Paso del Norte/Eden Enterprises
11708 Pueblo Fuerte
El Paso, Texas 79936

14. This Contract may be terminated in whole or in part by the City by giving thirty (30) days' written notice of termination to the Contractor, and specifying the extent to which performance under the Contract is terminated. Such right of termination is in addition to and not in lieu of rights of the City set forth in Paragraph 18, herein.

15. This Contract supersedes any prior agreement between the parties hereto and constitutes and expresses the whole agreement of the parties hereto in reference to the services provided by the Contractor for the City and in reference to any of the matters or things herein provided for or herein before discussed or mentioned in reference to such services, all promises, representations, and understandings relative thereto being herein merged.

16. The Contractor shall comply with all applicable federal, state, and local laws and regulations, including City ordinances, as outlined in the current ACD Downtown Festivals and Cultural Programs, including the following: Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Age Discrimination Act of 1975 (42 U.S.C. §§ 6101 et seq.); Section 504 of the Rehabilitation Act of 1973 (24 U.S.C. § 794); the Americans with Disabilities Act of 1990 (ADA) (42 U.S.C. §§ 12101-12213); Drug Free Workplace Act of 1988 (41 U.S.C. §§ 702 et seq.); Debarment (45 C.F.R. pt. 1154), Federal Debt Status (OMB Circular A-129)

Native American Graves Protection and Reparation Act of 1990 (25 U.S.C. 3001 et seq.), State Tax Code, Section 351.101, regulating expenditure of hotel/motel tax revenues; and **City of El Paso Ordinance #9779**, regarding Accessibility.

17. It is understood and agreed that the terms and conditions of the final grant application in Attachment "A" submitted by Contractor, which are incorporated herein and made a part hereof, will be complied with by the Contractor in all respects.

18. Failure to comply with all provisions outlined in this Contract or the current Downtown Festivals and Cultural Programs Funding Guidelines may constitute a breach of contract as well as an inability to qualify for future City Funding. Financial penalties for breach of contract will be assigned and may include by not be limited to the withholding of payments or immediate cancellation of the Contract.

WITNESS THE FOLLOWING SIGNATURES AND SEAL:

CITY OF EL PASO

Joe Wardy, Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

CONTRACTOR: BALLET FOLKLORICO PASO DEL NORTE/
EDEN ENTERPRISES

Signature: Oscar Gonzalez

Print Name: OSCAR GONZALEZ

Title: Authorized Official/Chairman of the Board

Signature: Duiza Davis for David D Mills

Print Name: Duiza D Davis

Title: Festival/Executive Director

APPROVED AS TO FORM:

John F. Nance
John F. Nance
Assistant City Attorney

APPROVED AS TO CONTENT:

Alejandrina Drew
Alejandrina Drew, Director
Arts and Culture Department

DOWNTOWN FESTIVAL/CULTURAL EVENT APPLICATION FOR FUNDING - Page 1

City of El Paso Arts and Culture Department

Two Civic Center Plaza, 6th floor • El Paso, Texas 79901 • 915-541-4481 • Fax: 915-541-4902

This application is also available on our Web site at: www.el Pasoartsandculture.org

Submit one signed (1) Original & two (2) copies (typed and legible).

READ CURRENT GUIDELINES BEFORE APPLYING

AMOUNT REQUESTED FROM ACD \$ 2,000

Organization Fiscal Year: BEGIN 1/1/2004 END 12/31/2004
Mo/Day/Year Mo/Day/Year
Actual event dates: BEGIN 4/30/2004 END 5/1/2004
Mo/Day/Year Mo/Day/Year
Project development dates: BEGIN 8/16/2004 END 8/29/2004
Mo/Day/Year Mo/Day/Year

Legal Name of Applicant (Non-Profit Organization) Ballet Folklorico Paso del Norte

Department (If applicant is Educational Institution)

Mailing Address 11708 Pueblo Fuerte, El Paso, TX Zip Code 79936

Street Address same Zip Code

Phone # 915/727-7442 Fax # 915/857-0415 E-mail

Date of Incorporation 9/1/1986

Federal Employer's Identification Number

UMBRELLA APPLICATIONS ONLY

(Umbrella Applications require a contract between the Umbrella Entity and the Non-Profit Applicant). Sample Contracts available at ACD.

Name of Umbrella'd Entity Eden Enterprises

Address: 2500 Scenic Crest Circle, #1, El Paso Zip Code 79930

Phone # 474-4275 Fax: 566-6606 E-mail

Provide **Complete Legal Names**, Address, Phone/Fax/E-mail for the following individuals:

Authorized Official/Board Chair

Name Oscar Gonzalez

Address/Zip

Phone/E-mail:

Project/Executive Director:

Name * David D. Mills

Address/Zip

Phone/E-mail:

Artistic Director:

Name Hector Serrano

Address

Phone/E-mail:

Business Manager:

Name * David D. Mills

Address

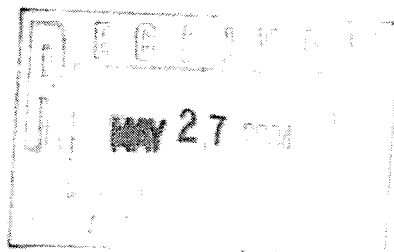
Phone/E-mail:

*Contact Person (mark with * person who completed this form and /or can answer questions)

Who is your City Council Representative & what is your District #)

Robert A. Cushing

#2



ANSWER ALL QUESTIONS - USE OUTLINE FORM - NUMBER RESPONSES TO MATCH QUESTIONS - USE BULLETS FOR KEY POINTS - USE ONLY SPACE PROVIDED - DO NOT ATTACH ADDITIONAL PAGES

1. Mission Statement of organization.

Eden Enterprises (EE) produces a variety of performing arts events in the El Paso area. It toured Los Desarraigados in YISD schools this spring and Bodas de Sangre in both EPISD and YISD last fall. EE produced a dance show for EPISD in May and staged the First Thanksgiving Reenactment in San Elizario in April. Currently EE is rehearsing for a children's pageant in July for YISD. EE is committed to providing professional employment to performers and high quality performances for audiences.

2. Event title and detailed description (who, what, when, where, etc.).

A Midsummer Night's Dream will be performed three times on Friday and Saturday, August 27-28, 2004 at the Scottish Rite theater downtown. The recent ACD supported production in May, although artistically successful, took place during finals week for high school and colleges. Teachers have asked us to revive it in the fall so that more students can attend, especially in view of the demise of September's annual Shakespeare on-the-Rocks Theater Festival, at which Mr. Serrano's production of Midsummer was the perennial audience favorite. The matinee will be especially for students and the two evening performances will include the general public. This play was selected because it is very accessible to young audiences, is taught in the schools, and provides good roles for young actors. All performers and technicians will be paid.

3. Exact Location of your event.

Scottish Rite Temple

4. Dates: August 27-28, 2004

5. Times: 2 & 8 pm, 8/27; 8 pm. 8/28

CHECK ONE

6. Location rental arrangements completed: ☐ Attach Copy of Contract

Location rental arrangements not completed ☒ Will be completed by 5/28

7. List of the Permits that you may be applying for:

☐ Alcohol Permit

☐ Food Concessions Permit

☐ Amplification Permit

Other (list)

THE FOLLOWING INFORMATION WILL BE PART OF YOUR FINAL REPORT TO ACD, AND ACD'S FINAL REPORT TO ITS FUNDING SOURCES.

- **PERSONNEL INFORMATION** - Anticipated number of participating artists and non-artist personnel.

Total # of artists	<u>28</u>	Total # of non-artist personnel	<u>4</u>
# of paid artists	<u>28</u>	# of full-time personnel	<u>0</u>
# of un-paid artists	<u>0</u>	# of part-time personnel	<u>1</u>
# of guest artists	<u>0</u>	# of volunteers	<u>3</u>
# of minority artists	<u>18</u>		
(may not always equal 100%)			

Anticipated number of events/attendance in each category.

Example: **2/300 means 2 events with a total attendance of 300 people.**

Festivals	<u> / </u>	Lecture/Demonstrations	<u> / </u>
Performances	<u>3/1,200</u>	Other	<u> / </u> Specify: <u> </u>
Exhibitions	<u> / </u>		<u> </u>
Seminars/Workshops	<u> / </u>		<u> </u>

- **DISCIPLINE** - Select ONE category, which best describes proposed project.

- | | | |
|--|--------------------------------------|---|
| <input type="checkbox"/> Dance | <input type="checkbox"/> Design Arts | <input type="checkbox"/> Folk Arts |
| <input type="checkbox"/> Music | <input type="checkbox"/> Crafts | <input type="checkbox"/> Humanities |
| <input type="checkbox"/> Opera/Music Theatre | <input type="checkbox"/> Photography | |
| <input checked="" type="checkbox"/> Theatre | <input type="checkbox"/> Literature | <input type="checkbox"/> Multi-Disciplinary |
| <input type="checkbox"/> Visual Arts | | |

List major events/exhibits/programs and provide attendance for the last two years:

Events/Exhibits/Programs	Attendance Year Before Last	Attendance Last Year
Los Actores tour of "Bodas de Sangre" (15 performances) Hispanic Heritage Celebration, 9/20/03, Sunland Park Sun Bowl Halftime show, 9/13/03		3,037 300 15,000
There were no activities in 2002; Eden Enterprises was not created until 2003		
Total Attendance		18,337

ACD REPORTS THE FOLLOWING INFORMATION TO ITS FUNDING SOURCES.
DEMOGRAPHICS AVAILABLE FROM CITY PLANNING, DEPARTMENT 541-4721.

- Population of service area, including community, city, surrounding counties, or area to which your organization's programs and services are available: 2,076,465
- Estimated Audience** - Include total estimated audience, students, participants or others to be served by this project. Exclude performers and employees.
Total # persons to be served: 1,200
Number of Youth (ages 1-18): 800
- Audience Served** - Check the category, which best describes the majority of people to be served.
☐ Rural
☐ Inner city neighborhood
☐ Urban
☐ Suburban
☒ All
- Number of persons with disabilities** to be served through special programming – 60 (5%)
For example: outreach to populations with disabilities, interpreted performances, or rated assisted listening devices.
- Audience Characteristics** - Check the categories, which best describe your target audience and give specific description in the space provided. (Example: "Age group - Youth 1-18," or "People with disabilities - Visually impaired.") If you check "General," also show other specific categories.
☒ Age group youth 10-18
☐ People with disabilities _____
☐ Institutionalized _____
☐ Ethnic group _____
☒ General _____
☐ Other if not noted above _____
- Educational Audiences** - Select one of the 3 categories below (A, B or C)
A. ☐ 50% or more of the project's activities will be arts education for:
☐ Pre K
☐ K – 12
☐ Higher Education
☐ Adults
B. ☒ Less than 50% of this project's activities will be arts education for:
☐ Pre K
☒ K – 12
☒ Higher Education
☐ Adults
C. ☐ This project will not involve arts education

- Individuals to be served - Approximate ethnic breakdown by percentage. Must total 100%. May be based on applicant's documentation or observation. DEMOGRAPHICS AVAILABLE FROM CITY PLANNING, 541-4721.
- Applicant organization's staff and board - List number of individuals in each category.

1. Individuals to be served

% Breakdown (must total 100%)

<u>1%</u>	N - American Indian/Alaskan Native
<u>1%</u>	A - Asian/Pacific Islander
<u>2%</u>	B - Black
<u>65%</u>	H - Hispanic
<u>25%</u>	W - White
<u>6%</u>	M - Multi-Racial

2. Staff

Board

Number of Each

# _____	# _____
# _____	# _____
# _____	# _____
# <u>1</u>	# <u>4</u>
# <u>1</u>	# _____
# _____	# _____

- Tip:** Assigning the request amount to specific line item(s) on page 9 will simplify documentation of expenditures.

- Artistic Fees** \$1,000 = 10 musicians @ \$100 each = \$1,000

3. All applicants must complete the 3-YEAR/Short Form below

- 3-YEAR Short Form

FOR BOTH CATEGORY I AND II APPLICANTS

See Instructions #3 above

NAME OF ORGANIZATION, DEPARTMENT OR PROJECT

01 / 01 to 12 / 31

MONTH DAY MONTH DAY

Previous Fiscal Year

Current Fiscal Year

Next Fiscal Year

Actual Figures

Approved Budget

Projected Budget

Total Income (all sources)

\$8,015.00

\$9,000.00

\$10,000.00

Total Expenses

\$7,542.00

\$8,400.00

\$9,000.00

Funding through City (ACD)

\$0.00

\$0.00

0

SEE INSTRUCTIONS ON PAGE 5 BEFORE COMPLETING FINANCIAL INFORMATION

INCOME

ROUND FIGURES TO NEAREST DOLLAR.

1. CASH from Prior Year(s) or Organizational Funds

Available for this Project

\$0

Total Cash Available

\$0

2. EARNED INCOME

a. Admission charges, subscriptions, box office

\$4,500

b. Concessions, sales, parking, publications, advertisers, etc.

\$450

c. Tuition, class/workshop fees

\$0

d. Contracted services (performances, exhibitions, etc.)

\$0

e. Interest on investments, endowments

\$0

f. Rental income

\$0

g. Other earned income (specify) _____

\$0

Total Projected Earned Income

\$4,950

3. UNEARNED INCOME Mark P for Pending or C for Committed

GOVERNMENT SUPPORT (Itemize)a. Local Government (Not including this request)

\$

P ☐ C ☐

b. County/Regional

\$

P ☐ C ☐

c. State

\$

P ☐ C ☐d. Federal NEA ☐ NEH ☐ Other _____

\$

P ☐ C ☐e. Other unearned income (specify) EPCC

\$1,000

P ☐ C ☒**PRIVATE SUPPORT (Itemize)**

a. Fundraising

\$

P ☐ C ☐

b. Individual contributors/sponsors

\$

P ☐ C ☐

c. Memberships

\$

P ☐ C ☐

d. Corporations/Businesses

\$

P ☐ C ☐

e. Foundations

\$

P ☐ C ☐

f. Other (specify) _____

\$

P ☐ C ☐

Total Unearned Income

\$1,000

CASH RESOURCES (Total of Sections 1, 2, and 3 above)

\$5,950

Should equal Column A on Page 7 EXPENSES

ACD FUNDING REQUEST Should equal Column B on Page 7 EXPENSES

\$2,000

ACD Total

\$2,000

TOTAL CASH RESOURCES Should equal Column C on Page 7 EXPENSES

\$7,950

SEE INSTRUCTIONS ON PAGE 7 BEFORE COMPLETING FINANCIAL INFORMATION

ROUND FIGURES TO NEAREST DOLLAR

EXPENSES

	A Cash	+	B ACD Funding	=	C TOTAL (A+B+C)
1. ORGANIZATIONAL PERSONNEL					
If Educational Institution, please indicate if the cash match of this section is for RT (Release Time) or S&W (Salaries & Wages)					
a. Administrative _____	\$		\$		\$0
b. Artistic _____	\$		\$		\$0
c. Technical _____	\$		\$		\$0
d. Other (Specify) _____	\$		\$		\$0
e. Fringe Benefits	\$		\$		\$0
Total Organizational Personnel	\$0		\$0		\$0
2. IMPLEMENTATION					
a. Fees for Outside Professional Services/Contracts					
i. Administrative	\$0		\$500		\$500
ii. Artistic	\$1,050		\$700		\$1,750
iii. Technical	\$900		\$0		\$900
b. Space Rental	\$800		\$800		\$1,600
c. Travel and Transportation	\$100		\$0		\$100
d. Other (Specify) <u>miscellaneous</u>	\$150		\$0		\$150
Total Implementation	\$3,000		\$2,000		\$5,000
3. MISCELLANEOUS OPERATING EXPENSES					
a. Equipment Rental	\$0		\$		\$0
b. Shipping	\$		\$		\$0
c. Supplies and Materials	\$		\$		\$0
d. Exhibition Rental Fees	\$		\$		\$0
e. Marketing and Promotion	\$750		\$		\$750
f. Printing	\$500		\$		\$500
g. Insurance	\$150		\$		\$150
h. Production or Exhibit Costs (Specify)	\$250		\$		\$250
<u>costumes</u>	\$500		\$		\$500
i. Other Expenses (Specify)	\$100		\$		\$100
<u>administrative overhead</u>	\$700		\$		\$700
j. Other Artistic Fees	\$		\$		\$0
Total Misc. Operating Expenses	\$2,950		\$0		\$2,950
TOTAL EXPENSES (Sections 1, 2, & 3 above)	\$5,950		\$2,000		\$7,950

** NOTE: THESE TOTALS SHOULD MATCH THE TOTALS GIVEN ON PAGE 6 INCOME

If funding is awarded, the applicant hereby assures the Arts and Culture Department that:

1. Any funds received as a result of this application will be used **solely** for the project described.
2. The activities and services for which financial assistance is sought will be administered by or under the supervision of the applicant organization. (In the case of umbrella'd projects, the applicant is the umbrella organization.)
3. The applicant organization is a non-profit entity as defined by the Internal Revenue Service, or an educational institution, or a unit of government.
4. The applicant organization will comply with the following: Title VI of the Civil Rights Acts of 1964; Title IX of the Education Amendments of 1972; Age Discrimination Act of 1975; Section 504 of the Rehabilitation Act of 1973; Americans with Disabilities Act of 1990 and City of El Paso Ordinance #9779 C. 1. regarding accessibility; Drug Free Workplace Act of 1988; Texas Assumed Business or Professional Name Act; Section 5(j) of National Foundation of the Arts and Humanities Act of 1965 regarding labor standards and City of El Paso Ordinance #8790 regarding soliciting money or property.
5. The applicant organization officials have read, understand and will conform to the intent outlined in the current "Funding Program Guidelines" for the City of El Paso, Arts and Culture Department.
6. The undersigned have been duly authorized by the applicant organization to submit this application.

I certify that all information contained in this application, including all attachments and supporting materials, is true and correct to the best of my knowledge.

- Authorized Official - a principal of the organization with legal authority to certify the information contained in the application and sign contracts for the organization; he/she must read and guarantee the organization's compliance with all requirements listed above.
- Umbrella'd applications must be signed by the principal of the non-profit umbrella organization with legal authority to certify the information contained in the application.

NOTE: Please use **BLUE** ink for signatures

PRINT YOUR COMPLETE LEGAL NAME.


Authorized Official/Board Chair - Signature

Oscar Gonzalez
Complete Legal Name (print)

5-27-04
Date


Project/Executive Director - Signature

David D. Mills
Complete Legal Name (print)

5-27-04
Date

BEFORE SUBMITTING YOUR APPLICATION, PLEASE REVIEW THE FOLLOWING:

- Is the application **typed or computer printed** in large, easy to read type?
- Did you **complete all sections** of the application?
- Did you **check the math** in the financial section for accuracy?
- Does this page have both **required original signatures in BLUE ink**?
- Have you made **1 original and 2 copies (NOT stapled)** of all *completed* pages 1-13 and kept one copy for your files?
- Have you included **one complete set of required attachments**?
- Consult the current revision of the "Funding Program Guidelines" for details on the application process.

SUBMIT SIGNED ORIGINAL PLUS ONE COMPLETE COPY OF EACH REQUIRED DOCUMENT

SUBMIT TO ACD WITH YOUR FUNDING APPLICATION.

DATE: 5/27/2004

This form will be placed on file with:

Community and Human Development Department
Attention: ADA Coordinator
2 Civic Center Plaza, 8th Floor
El Paso, Texas 79901

- **Site List:** Provide addresses for **all public sites** to be used for the proposed project. (If a section is **not** applicable, note reason - e.g. "Non Visitation Office at home," not open to public or no rehearsal space.)
NOTE: Attach a list if more than one Rehearsal or Performance site.

Rehearsal Address:
Valle Verde Campus
El Paso Community College
Performance: Address:
Scottish Rite Theater
301 West Missouri

Mark ONE Only (Office)

☒ **Non-Visitation Office Address:**
2500 Scenic Crest Cir, #1
El Paso, TX 79930

☐ **Open to the Public Address:**

Other: _____

- **Self-Evaluation:** Attach a **current** Guidelines/Self-Evaluation form for each of the above sites. If the site has been modified, or if a Self-Evaluation has not been performed on the site, the applicant must complete and submit a current form. Blank forms are available at ACD.
- **Transition Plan:** If the ADA Coordinator has found a proposed site to be in Conditional or Non-Compliance, the applicant must also submit a copy of the **Transition Plan**. The Transition Plan is a written agreement between the location's owners or occupants and the City, detailing changes required to the site with a given deadline for improvements. The Transition Plan (if applicable) should also be on file at the proposed site.

ASSURANCE OF ACCESSIBILITY: As required by the City of El Paso, Arts and Culture Department's Funding Program Guidelines, the applicant, named below, agrees to comply with the City of El Paso Ordinance #9779 regarding Non-Discrimination Against Disabled Persons, and all requirements imposed by said ordinance. The applicant agrees that in accordance with the foregoing requirements, no qualified person shall, on the basis of disability, be excluded from participation in or be denied the benefits of any program or activity receiving financial assistance from or operated by the City of El Paso, or be subjected to discrimination with respect to employment by any recipient of City funds.

The applicant understands that any site changes require notification of both the ACD and the ADA Coordinator **at least 60 days prior to use of the new site**. Questions regarding the above information may be addressed to the contact person listed below. The ADA Coordinator will notify the applicant by letter regarding accessibility status. A copy will be placed on file with the Arts and Culture Department.

PLEASE PRINT

Applicant Organization: Ballet Folklorico Paso del Norte **Contact Person:** David D. Mills
Address/Zip: 2500 Scenic Crest Cir, #1, El Paso (30)
Organization Contact Phone: 474-4275

David D. Mills / Oscar Gonzalez
Signature (in BLUE INK)

Eden Enterprises

"A Midsummer Night's Dream", ~~May~~ 2004 August

REVENUES

1 Cash from prior years

2 Earned income

Admission	# pfces	attendance		
Scottish Rite (659 capacity)	3	300		
total paid attendance		900		
average price		\$5.00	\$	4,500
Concessions				
food & drink			\$	-
average expenditure/person	\$0.50	900	\$	450
Contracted				
Performance fees			\$	-
				\$ 4,950

3 Unearned income

Private support

Individual

Corporations

Foundations

El Paso Community College \$ 1,000

El Paso Arts and Culture Dept. \$ 2,000 \$ 3,000

TOTAL CASH RESOURCES

\$ 7,950

EXPENSES

1 Organizational Personnel

a Administrative	\$	-	
b Artistic	\$	-	
c Technical	\$	-	
d Other	\$	-	\$ -

2 Implementation (based on 9 pfces)

a Fees for outside pro. services

i. Administrative

Project Manager 1 \$ 500 \$ 500 \$ 500

ii Artistic

Director (paid by EPCC)

Asst. to the Director 1 \$ 250 \$ 250

actors (\$25/pfce x 3) 20 \$ 75 \$ 1,500 \$1,750

iii. Technical

Technical Director 1 \$ 200 \$ 200

Designers (set & costume) 2 \$ 200 \$ 400

Stage Manager (\$50/pfce x 3) 1 \$ 150 \$ 150

Techs (\$25/pfce x 3) 2 \$ 75 \$ 150 \$ 900

b Space rental

Scottish Rite 2 \$ 800 \$1,600

c Travel and transportation

rental of van \$ 100

d other

miscellaneous \$ 150 \$ 5,000

3 Miscellaneous Operating Expenses

a	Equipment Rental						
	sound and lighting equipment				\$	-	
b	Shipping						
c	Supplies and Materials						
d	Exhibition Rental Fees						
e	Marketing and Promotion						
	design: printed mat'l & media	\$	250				
	advertising						
	radio, TV, print	\$	500		\$	750	
f	Printing						
	programs	\$	250				
	brochures & flyers	\$	250		\$	500	
g	Insurance						
	workers comp	\$	3,150	5%	\$	158	
	rounded					\$	150
h	Production Costs						
	sets & props	\$	125				
	costumes	\$	500				
	lights & sound	\$	125		\$	750	
i	Other Expenses						
	Miscellaneous			\$	100		
	Admin. overhead, rounded	\$	7,150	10%	\$	715	
	rounded			\$	700	\$	800
j	Other Artistic Fees				\$	-	\$ 2,950

TOTAL CASH EXPENSES

\$ 7,950

Surplus/(deficit)

\$ -

DM: Eden / Midsummer, 8-04 / budget, MND, rev. 5-27-04 ARD